

UNITED STATES DISTRICT COURT
DISTRICT OF MARYLAND

NHELTA KAYREN

Plaintiff,

JURY TRIAL

V.

CIVIL ACTION NO

NORTHLAND GROUP, INC.

Defendant.

JUNE 6, 2011

COMPLAINT

1. Plaintiff seeks relief pursuant to the Fair Debt Collection Practices Act ("FDCPA"), 15 U.S.C. § 1692; Md. Ann. Code Commercial Law Maryland Consumer Debt Collection Act. § 14-204 et seq. ("MCDCA"); and the Md. Ann. Code Commercial Law Consumer Practices Act § 13-301 et seq.
2. The Court's jurisdiction is conferred by 15 U.S.C.1692k and 28 U.S.C. 1331 and 1367.
3. Plaintiff is a natural person who resides in Ft. Washington, MD.
4. Plaintiff is a consumer within the FDCPA.
5. Defendant is a debt collector within the FDCPA and has a principal place of Business located at 7831 GLENROY RD. #350, EDINA, MN 55439.

6. Defendant and is authorized to do business in Maryland. The principal purpose of Defendant business is the collection of debts and Defendant regularly attempts to collect debts alleged to be due another.

7. Defendant communicated with plaintiff or others on or after one year before the date of this action, in connection with collection efforts with regard to plaintiff's disputed personal debt.

8. Plaintiff contacted Defendant in an attempt to dispute this debt but was advised by a collection agent that she could not orally dispute a debt.

9. The Defendant advised the Plaintiff that you cannot dispute the amount of debt.

10. The Defendant advised the Plaintiff That her dispute was invalid, which statement is false, deceptive and misleading as there is no criteria under the FDCPA to determine valid or invalid disputes.

11. Defendant violated §1692e (8) by stating it would not note her account disputed and that they would not report this account to the credit bureaus as disputed if they reported the debt to the credit bureaus.

12. The Defendant's communication was false, deceptive, and misleading and violated prior notice of dispute rights provided by the Defendant to the Plaintiff.

13. In the collection efforts, the defendant violated the FDCPA, inter alia, section 1692e & g.

SECOND COUNT

14. The allegations of the First Count are repeated and realleged as if fully set forth herein.

15. Within three years prior to the date of this action Defendant has engaged in acts and practices as to plaintiff in violation of the Md. Ann. Code Commercial Law Maryland Consumer Debt Collection Act § 14-204 et seq. ("MCDCA").

16. Defendant has committed unfair or deceptive acts or practices within the meaning of the Md. Ann. Code Commercial Law Consumer Practices Act § 13-301 et seq.

WHEREFORE plaintiff respectfully requests this Court to:

1. Award plaintiff such damages as are permitted by law both compensatory and punitive, including \$1,000 statutory damages for each communication against the defendant;
2. Award the plaintiff costs of suit and a reasonable attorney's fee;
3. Award declaratory and injunctive relief, and such other and further relief as law or equity may provide

THE PLAINTIFF

BY/S/Bernard T. Kennedy
Bernard T. Kennedy, Esquire
The Kennedy Law Firm
P.O. Box 657
Edgewater, MD 21037
Ph (443) 607-8901
Fax (443) 607-8903
Fed. Bar # Md26843
bernardtkennedy@yahoo.com